

Exhibit M

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April 3, 2025

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IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
MACON DIVISION

ROGER PARKER, on his own behalf CASE NO.
and on behalf of all others similarly 5:22-CV-00268-TES
situated,

Plaintiffs,

vs.

PERDUE FOODS, LLC,
Defendant.

REMOTE VIDEO DEPOSITION OF KATHRYN MIZELL

April 3, 2025

REPORTED BY: Laura H. Nichols
Certified Realtime Reporter,
Registered Professional
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1 Q. And did the flock advisors in your
2 purview document their visits?

3 A. Yes.

4 Q. Did they provide those documents to
5 you for your review?

6 A. Yes.

7 Q. And was that part of your
8 responsibility to take in those reports and review
9 them?

10 A. Yes.

11 Q. Did that include flock visitation
12 reports?

13 A. Yes.

14 Q. What was the purpose of flock
15 visitation reports?

16 A. The purpose of the flock visitation
17 reports are to check the biosecurity and animal
18 welfare and also have an opportunity to share with
19 farmers practices that would help them improve
20 performance.

21 Q. And why is it important for Perdue
22 that farmers comply with Perdue's biosecurity
23 guidelines?

24 MS. WOOTEN: Object to form. You can
25 answer.

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1 A. Feed delivery tickets, I review those
2 to understand what feed types have gone to the
3 farm, and I would review them when farmers might
4 have questions about them.

5 Q. Were those questions related to
6 whether or not they were accurate?

7 A. Those questions were related to
8 understanding the format of the ticket.

9 Q. And then I believe you also
10 referenced harvest tickets as well?

11 A. Yes.

12 Q. What is the purpose of a harvest
13 ticket?

14 A. So a harvest ticket or a live haul
15 ticket is the receipt of sorts that a driver leaves
16 when they pick up -- when they catch the chickens
17 and take them to the plant.

18 Q. And why would you review those
19 tickets?

20 A. To make sure that the farm was
21 credited for all of the loads.

22 Q. And I believe I skipped over this,
23 but what is the purpose of the farm visitor logs?

24 A. It is a part of our biosecurity
25 program.

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1 Q. To ensure compliance with that
2 program?

3 A. Yes.

4 Q. And I believe you referenced
5 reviewing the biosecurity program or other policies
6 in preparation for this deposition. But in your
7 role as a grow-out manager, were you also expected
8 to be familiar with those policies?

9 A. Yes.

10 Q. And are you familiar with the term
11 "grower file"?

12 A. Yes.

13 Q. What is that?

14 A. I am really not sure about your
15 question, to be honest. I -- there's no official
16 term "grower file." But we keep the contracts and
17 payment schedules and those things in a folder that
18 would be called a grower file.

19 Q. Fair enough. And that is organized
20 by grower?

21 A. Yes. Yes. Well, it is organized by
22 farm actually.

23 Q. Fair enough. So there would be a
24 separate grower file for Hazel Lee versus Parker's
25 Poultry?

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1 Q. What about programs related to
2 lighting?

3 A. Animal welfare.

4 Q. And I have seen, and we can go into
5 some examples later, but seasonal guidelines like a
6 winter or summer checklist?

7 A. Are you asking about the guideline
8 themselves? Or what are you asking?

9 Q. My question is do those fall under
10 animal welfare, biosecurity or something else?

11 A. The guidelines, the seasonal winter
12 and summer guidelines were intended to improve
13 farmer performance. But at the same time, without
14 a guideline, the birds have to have temperature and
15 air to survive. So there is, you know, somewhat --
16 I mean ventilation is required for animal welfare,
17 yes.

18 Q. Got you.

19 A. The guidelines themselves were
20 intended to improve farm performance.

21 Q. Got it. So if there's like a
22 temperature or a lighting range that is provided,
23 that would relate to animal welfare or biosecurity?

24 A. Animal welfare and biosecurity, yes.

25 Q. I have seen documents referring to

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1 MS. WOOTEN: Thank you.

2 Q. (BY MR. KLORFEIN:) So I am now at
3 Perdue 3540. It is titled "Producer/Caretaker
4 Poultry Care Training." Are you familiar with this
5 type of training?

6 A. Yes.

7 Q. Again I see the version at the bottom
8 left-hand corner says February 1st, 2023. Are you
9 aware of a program similar to this that was in
10 place from 2017 to 2019?

11 A. Yes.

12 Q. Do you know if that training was
13 provided to all growers during that time frame?

14 A. Yes.

15 Q. It was?

16 A. Yes, it was.

17 Q. And turning to Perdue 3549, it says
18 Litter Moisture/Ammonia at the top. Do you see
19 that?

20 A. I see that.

21 Q. It says in that first bullet:
22 Written minimum ventilation and temperature program
23 must be on farm.

24 A. I see that, yes.

25 Q. Do you know what that means?

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1 A. Yes. It says that there's a minimum
2 vent and temperature program that must be on the
3 farm. So that would -- we typically use our
4 guideline to meet that expectation.

5 Q. Understood. And it says written. Is
6 that that the minimum ventilation and temperature
7 program actually has to be posted on the farm?

8 A. Yes.

9 Q. And was this requirement in place in
10 2017 through 2019?

11 A. Yes.

12 Q. And what would happen if a grower
13 declined to post that program on their farm?

14 A. We would have a deduction should we
15 have an audit from an outside party.

16 Q. And would a deduction be just a
17 reduction in pay on the settlement sheet or
18 something else?

19 A. Oh, no. You misunderstood. I said
20 we would have a deduction on an audit from an
21 outside third party.

22 Q. My mistake. So you are saying that
23 if there was an audit by a third party, that third
24 party would deduct from Perdue?

25 A. Yes.

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1 postings at the farm and encourage farmers to
2 follow BMPs and understand the PVP expectations and
3 animal welfare and biosecurity.

4 Q. (BY MR. KLORFEIN:) Okay. So they
5 are responsible for ensuring that Perdue's required
6 postings are at the farm?

7 A. Yes.

8 Q. And that a grower is following the --
9 did you say PVP?

10 A. Best management practices.

11 Q. The BMPs?

12 A. Yes. Yes.

13 Q. Got it. So breaking that down, flock
14 advisor is responsible for ensuring that the grower
15 is posting the proper postings on their farm?

16 A. I'm sorry. Were you done?

17 Q. Yeah.

18 A. The flock advisor posts the required
19 postings on the farm.

20 Q. Got it. They are the ones who
21 actually post it up on the farm?

22 A. Yes.

23 Q. That is helpful. And their other
24 tasks aside from physically posting these
25 requirements on the farm is to work with the grower

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1 to ensure the grower understands the BMPs?

2 A. Yes.

3 Q. Because Perdue wants its growers to
4 follow the BMPs?

5 A. Following the BMPs is beneficial to
6 both Perdue and the farmer.

7 Q. And if a flock advisor fails to
8 indicate a grower on the BMPs, that flock advisor
9 might need counseling by you?

10 A. Yes.

11 Q. Any other type of reprimand if it is
12 clear the flock advisor is not working with the
13 grower on the BMPs?

14 A. Yes.

15 Q. What are those other actions you
16 would take with the flock advisor?

17 A. Well, at that point it would probably
18 start a process with HR, human resources.

19 Q. For termination?

20 A. It is possible. But yeah, I mean
21 there's a few steps before that.

22 Q. Got it. But the end result could be
23 termination?

24 A. It is one of the options, yes.

25 Q. Moving to Perdue 3550, the next page,

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1 keep poultry or birds that are not Perdue.

2 Q. Is it your understanding that these
3 Never Evers and Dedicated Tos are actually provided
4 to growers?

5 A. Yes.

6 Q. Are they supposed to be posted on the
7 farm?

8 A. Yes.

9 Q. Does the flock advisor put that up or
10 just the grower?

11 A. The flock advisor.

12 Q. And have you ever had a flock advisor
13 not put them up or a grower?

14 A. No.

15 Q. So every flock advisor that has ever
16 been under your purview has posted these Never
17 Evers or Dedicated Tos?

18 A. To my knowledge, yes.

19 Q. And it says "Never Ever," right, at
20 the top?

21 A. Yes.

22 Q. This is an instruction to growers to
23 never violate the bullet points below?

24 MS. WOOTEN: Object to form. You can
25 answer.

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1 A. I understand that Never Ever to be,
2 these are items that would lead to a disease
3 outbreak on the farm. So they would be items that,
4 if you didn't do anything else to prevent disease,
5 that you wouldn't do these.

6 Q. (BY MR. KLORFEIN:) And I am just
7 trying to understand. If you didn't do anything
8 else, you would do these?

9 A. So like this is -- I understand this
10 to be the absolute minimum; if you don't do any
11 extra steps to prevent disease, these would be the
12 basic minimum things a farmer would do to prevent
13 disease.

14 Q. Got it. So this is kind of the
15 floor. It is not the ceiling of what Perdue would
16 ask its growers to do?

17 MS. WOOTEN: Object to form. You can
18 answer.

19 A. There are different levels of disease
20 prevention, depending on the environment.

21 Q. (BY MR. KLORFEIN:) Got you. So
22 Perdue might ask its growers to do more than this?

23 A. Yes.

24 Q. But this is -- you absolutely have to
25 do these?

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1 A. Yes.

2 Q. All right. And if a grower decided
3 to start keeping wild birds on its property, what
4 action would you take at that point?

5 A. What do you mean keeping wild birds?
6 I mean --

7 Q. Well, let's use another one. If you
8 determine that a grower started every weekend
9 visiting a live bird market, would you take any
10 action?

11 A. I would kind of have to be visiting
12 those markets, too, to know that they were going
13 there every weekend. I don't -- I mean I --

14 Q. Okay. What about never allow an
15 animal to scavenge dead birds from your farm?

16 A. Okay.

17 Q. If you determined that a grower was
18 letting, you know, coyotes or something else
19 scavenge dead birds from their farm, would you take
20 any action?

21 A. Yes.

22 Q. What actions would you take?

23 A. I would review my findings with the
24 farmer and discuss why that would be happening.
25 The times that it has occurred, it was just

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1 Q. Change water filters?

2 A. Yes. A recommendation.

3 Q. Maintain generator log weekly?

4 A. Yes.

5 Q. And I noted you said that these were
6 recommendations?

7 A. That's correct.

8 Q. So if a grower declines to change
9 their water filters, for example, would you take
10 any action at that point?

11 A. Not past letting them know that they
12 should consider changing their water filters.

13 Q. And if they also failed to take -- to
14 create generator log?

15 A. The generator log is a part of their
16 PVP bonus, so it could affect their PVP bonus if
17 they declined to maintain a generator log weekly.

18 Q. Got it. And of these 1 through 10
19 guidelines, which of the ones relate to the PVP
20 bonus?

21 A. 9 and 10.

22 Q. So just these last two?

23 A. Yes.

24 Q. And so if a grower failed to abide by
25 9 or 10, Perdue might withhold the PVP bonus?

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1 A. Yes.

2 Q. Aside from withholding the PVP bonus,
3 would you take any additional action if a grower
4 continuously violates 9 and 10?

5 A. Can you ask the question again?

6 Q. Sure. For 9 and 10, you referenced
7 how Perdue would withhold the PVP bonus as a
8 potential consequence for failing to abide by 9 and
9 10, right?

10 A. Uh-huh.

11 MS. WOOTEN: Objection to the form to
12 the extent it misstates testimony. You can answer,
13 Kathryn.

14 Q. (BY MR. KLORFEIN:) And aside from
15 withholding the PVP bonus, are there additional
16 actions that you would take if a grower continues
17 to fail to abide by 9 and 10?

18 A. Typically -- it doesn't happen very
19 much, so I can't -- I don't have anything solid to
20 go off of other than removing the PVP.

21 Q. Got it. But it has happened?

22 A. Not on a continuous basis for these
23 items, no.

24 Q. Withholding the PVP usually does the
25 trick?

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1 result in a PVP bonus being withheld?

2 A. I have to point out the alarms again.
3 I can't remember if that is on there. But other
4 than that, no.

5 Q. And would any of -- would failing to
6 abide by any of these recommendations, as you put
7 it, result in an animal welfare issue if a grower
8 violated them?

9 MS. WOOTEN: Object to form. You can
10 answer.

11 A. The ammonia, if it is over
12 twenty-five PPM, we would ask that action occur to
13 reduce the ammonia.

14 Q. (BY MR. KLORFEIN:) And if after that
15 conversation occurred, the grower continued to fail
16 to abide by that guideline?

17 MS. WOOTEN: Objection to the extent
18 it calls for speculation. You can answer.

19 A. We would ask for a readjustment to
20 reduce the ammonia below twenty-five PPM.

21 Q. (BY MR. KLORFEIN:) But if they
22 continued to violate that guideline, that becomes
23 an animal welfare issue, right?

24 A. Yes.

25 Q. And if it becomes an animal welfare

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1 issue, eventually the repercussion is that you will
2 withhold flocks, right?

3 MS. WOOTEN: Object to form. You can
4 answer.

5 A. I guess that would be possible, yes.

6 Q. (BY MR. KLORFEIN:) Same for set
7 lights to run full lights for seven days, if that
8 is violated continuously, would that become an
9 animal welfare issue?

10 A. I can't speak to that because I think
11 we give them darkness starting the first --

12 Q. And then the second -- I'm sorry.
13 Please continue.

14 A. The first day I think they start
15 getting darkness, I think.

16 Q. Well, it says: After seven days you
17 must maintain at least four hours of darkness per
18 day.

19 A. Well, again, this is from 2010, I
20 think, so --

21 Q. Do you recall whether or not in 2017,
22 2019 the lighting requirements had changed?

23 A. I don't -- I don't remember. I just
24 know -- I feel like there was a one-hour dark
25 period in there in that first seven days.

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1 Q. Please.

2 A. So during the process of harvesting a
3 truck that left the plant with -- that was
4 originally intended to go to one farm may be
5 rerouted to another farm, at which point the ticket
6 on the -- the name on the ticket may be inaccurate.

7 Q. It is the right ticket, just not for
8 the right person?

9 A. Right. Right. But what -- so what
10 matters, though, is that the tickets that, when
11 they come back to the plant, they are stamped with
12 the farm that the birds belong to.

13 Q. And had you encountered this in your
14 work prior to Perdue?

15 A. We did not have a system like this in
16 my previous experience.

17 Q. Got you. So this system is specific
18 to Perdue?

19 A. The stamp system is, yes. The live
20 haul tickets is not specific to Perdue. But the
21 stamp is specific to Perdue.

22 Q. And your memory is that this stamp
23 issue was where it was improperly left at a
24 different farm?

25 MS. WOOTEN: Object to form. You can

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1 in a slight bit just for me?

2 MR. KLORFEIN: Sure.

3 MS. WOOTEN: I think it might have
4 cut off. Oh, there it goes. Thank you.

5 MR. KLORFEIN: And just because I
6 zoomed in, I am going to begin at the earliest
7 email and I will scroll upwards. But if at any
8 point in time you want me to scroll, Ms. Mizell,
9 just let me know. Okay?

10 A. Okay.

11 Q. So Plaintiffs' Exhibit 20 is an email
12 from Mr. Copeland to Ellen Dunn, copying you,
13 subject "Hazel Lee." Do you see that?

14 A. Yes.

15 Q. And on November 30th he says: Please
16 pay Hazel Lee his six-flock average for Flock 48.
17 This is due to a procedural error with the tare
18 weights at the plant. Let me know the calculation
19 as soon as possible.

20 And he asks: I need this to happen
21 today if at all possible.

22 Do you see that?

23 A. Yes.

24 Q. So does this refresh your
25 recollection as to whether or not there was a tare

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1 weight calculation issue for Hazel Lee?

2 A. It looks like it was a tare weight
3 issue with Flock 48, yes.

4 Q. And do you recall any details about
5 that issue?

6 A. What I recall was Dale pointed out
7 something on his tickets, and I can't -- I can't
8 remember exactly what it was. You know, it was
9 just something that didn't sit right with him, and
10 we could understand why that wouldn't sit right
11 with him. And so as a result, you know -- I just
12 can't remember exactly what it was. But as a
13 result, we did pay that six-flock average pay per
14 day on Flock 48.

15 Q. I got you. But Mr. Copeland was
16 identifying that there was a procedural error with
17 the calculation, right?

18 A. Uh-huh.

19 Q. Would that be the same type of ticket
20 issue that we described earlier where the incorrect
21 ticket was left at the wrong farm?

22 MS. WOOTEN: Object to form. You can
23 answer.

24 A. I don't know if they would be the
25 same. I don't know -- I don't know that that was

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1 with, on there that it -- that is referring to the
2 Flock 46 being excluded.

3 Q. Is this excluded -- is this Flock 46
4 excluded on the Excel chart?

5 A. No, it doesn't appear to be.

6 Q. Got it. So you -- just to be clear,
7 the attachment does not reflect that 46 was
8 excluded?

9 A. Correct. It does not appear that
10 Flock 46 was excluded from this calculation.

11 Q. Okay. So going back to your email
12 again --

13 A. Yeah.

14 Q. -- do you see it here again?

15 A. Yeah. I see the email.

16 Q. So when you say 7/30/2017 shows it
17 was excluded on the vertical, do you still believe
18 it was Flock 46 that was excluded or something
19 else?

20 A. Yeah. I think there's a good chance
21 I am pointing out that, hey, Flock 46 shouldn't be
22 on that calculation.

23 Q. Got it. You are saying this
24 calculation is wrong; we need to exclude Flock 46?

25 A. Yeah, I mean that is kind of -- that

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1 is what I am thinking is, hey, just a heads-up, it
2 shows it was excluded on the vertical.

3 Q. And what is the vertical?

4 A. The vertical is the -- it is where we
5 can see each flock that sells or settles in a week,
6 and we can see by line the pounds sold, feed use,
7 number of chicks. So we can just see all the farms
8 at one time for settlement. So it is like the big
9 picture.

10 Q. Got you. So when you are looking at
11 the vertical, the big picture, you are saying, wait
12 a second, that is showing Flock 46 was excluded.
13 We should not be including it in this average?

14 A. Yes.

15 Q. Do you know whether or not this
16 change, your proposed change, was implemented?

17 A. I'm not aware -- I don't recall the
18 results after the email.

19 Q. Okay.

20 MR. KLORFEIN: I am marking
21 Plaintiffs' Exhibit 23, which is Perdue 8010.

22 (Plaintiffs' Exhibit 23 was marked
23 for identification.)

24 Q. (BY MR. KLORFEIN:) Do you recognize
25 this as a text message exchange between you and

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1 Mr. Parker, dated September 14th, 2018?

2 A. Yes.

3 Q. And this is about, I guess, a year
4 later from that earlier issue.

5 A. Okay.

6 Q. And he, in this text message, says:
7 I had two issues with catch. I had one trailer
8 that was dropped that had no number on it.

9 Do you see that message from him?

10 A. Yes.

11 Q. Did you understand this to be
12 Mr. Parker raising an additional ticketing issue?

13 MS. WOOTEN: Object to form. You can
14 answer.

15 A. Yeah, I see him -- he is definitely
16 raising an issue with, you know what -- you know, a
17 concern of his that, hey, this is what is going on,
18 yeah.

19 Q. (BY MR. KLORFEIN:) Got you. So this
20 is about a year later that he raised an additional
21 issue with the tickets, right?

22 A. Uh-huh.

23 Q. And after he raised it the first
24 time, Perdue reviewed it, right?

25 A. Uh-huh.

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1 Q. Is that a yes?

2 A. Yes, sorry.

3 Q. No, you are fine.

4 Made a change to give him the
5 six-flock average, right?

6 A. Yes.

7 Q. Due to that ticketing error?

8 A. Yes.

9 Q. Do you recall after providing that
10 change to Mr. Parker whether Perdue made any other
11 changes to address that procedural error?

12 A. Can you simplify that question?

13 Q. Sure. After you changed his pay --

14 A. Yes.

15 Q. -- in November 2017, right --

16 A. Yes.

17 Q. -- did Perdue make any additional
18 changes to ensure that the ticketing error wouldn't
19 happen again?

20 A. I don't -- I think I stated that I
21 didn't recall the exact specifics other than there
22 was a tare error. But I don't recall -- I don't
23 recall what changes were made at the plant.

24 Q. Got you. I think you anticipated my
25 next question.

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1 You can't testify whether or not
2 there were any changes made as a result of that
3 error back in 2017?

4 A. Right. That's correct.

5 Q. And this is September 2018, almost a
6 year after that pay adjustment was made, right?

7 A. Correct.

8 Q. And he is raising an additional error
9 with the tare tickets?

10 A. Well, I guess let me try to clarify
11 what I am understanding is the first issue was a
12 tare weight issue. And this is a trailer number
13 concern that he had.

14 Q. Got it. But those trailer numbers
15 relate to the tickets, right?

16 A. I don't have one of those tickets in
17 front of me, but I'm pretty sure there's a trailer
18 number on the tickets.

19 Q. Got you. So if there's a trailer
20 number on the ticket, that still relates to the
21 tickets?

22 A. Yeah, definitely issues with --
23 possible issues with the tickets, yes.

24 Q. And you actually respond: How many
25 tickets did you get?

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1 A. Yes.

2 Q. Because you were concerned that there
3 was an additional ticket issue?

4 A. I like to start with the tickets,
5 yeah. That's just -- generally when they start
6 with an issue at catch, I start with the tickets.

7 Q. Got you. So you would agree with me
8 that about a year later after he identified the
9 first problem with Perdue, Mr. Parker is
10 identifying an additional issue, or actually two
11 issues in this text message?

12 MS. WOOTEN: Object to form. You can
13 answer.

14 A. He is definitely bringing something
15 to our attention.

16 Q. (BY MR. KLORFEIN:) Do you recall
17 what you did in response to this besides asking for
18 the tickets?

19 A. I feel like I took a look at the
20 tickets to try to learn because I am pretty sure it
21 is -- it is one of those things where I hadn't
22 really looked at the numbers on the trailers. And
23 so I mean I investigated it, just to see what I
24 could learn about the process and the tickets and
25 to see if I could identify that same issue. Yeah.

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1 for identification.)

2 Q. (BY MR. KLORFEIN:) I am marking
3 Plaintiffs' Exhibit 29 which is Bates Perdue 8026
4 through 8028. Do you recognize this document as a
5 text exchange between you and Mr. Parker dated
6 October 18th, 2018?

7 A. Yes.

8 Q. So that is shortly after you had sent
9 that email to Mr. Copeland saying we need to send a
10 letter?

11 A. Yes.

12 Q. Two days afterwards?

13 A. Yes.

14 Q. And in this text, Mr. Parker says: I
15 got your letter of upgrades.

16 A. Yes.

17 Q. Was that a yes?

18 A. Yes, it was, sorry.

19 Q. You are fine. And does this refresh
20 your recollection whether or not you waited until
21 October to send the letter?

22 A. No.

23 Q. You just don't recall one way or the
24 other?

25 A. I do not recall. I do not.

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1 Q. And you say: Okay. Should just be
2 repairs?

3 A. Yes, I was clarifying that it was not
4 upgrades.

5 Q. And he says: Why do I need seventy
6 percent propane with fall weather that will not
7 need anywhere around that much?

8 Do you recall that?

9 A. Yes.

10 Q. Do you recall in your letter you
11 required seventy percent propane?

12 A. Yes.

13 Q. Do you -- what does that refer to?

14 A. Being prepared for a good flock.
15 Want to make sure we have got enough fuel out there
16 to make it through -- you have got to make it
17 through placement and on through the flock. We
18 don't want to run out of gas and chickens get cold.

19 Q. And he asks: Why do I need seventy
20 percent propane with fall weather that will not
21 need anywhere around that much?

22 Do you see that?

23 A. Yes.

24 Q. And he asks: Is everyone being made
25 to put seventy percent in their tank?

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1 A. Uh-huh. I see that.

2 Q. You say: We check all farms to make
3 sure they have propane.

4 A. Yes.

5 Q. Do you recall whether or not seventy
6 percent was the requirement imposed across the
7 board for all growers?

8 MS. WOOTEN: Object to form. You can
9 answer.

10 A. I don't recall what the -- what it
11 was. I don't recall.

12 Q. (BY MR. KLORFEIN:) Do you recall if
13 there was a seventy percent minimum?

14 A. I don't recall.

15 Q. And you certainly don't say that
16 there is here?

17 A. Right. In fact, I say I might could
18 do fifty percent.

19 Q. Got you. So you might have gone
20 below seventy percent?

21 A. Yes.

22 Q. It wasn't a firm requirement?

23 A. Yes.

24 Q. And he says: You didn't answer my
25 question.

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1 Is he referring to whether or not
2 everybody is being made seventy percent?

3 MS. WOOTEN: Object to form. Calls
4 for speculation. You can answer if you know.

5 A. No. Again, we just make sure that
6 all farms have propane.

7 Q. (BY MR. KLORFEIN:) He asks: Why is
8 this just a rule for me?

9 A. I see that.

10 Q. And you acknowledge it is a rule for
11 him, not everybody?

12 MS. WOOTEN: Object to form. You can
13 answer.

14 A. I don't know if "rule" is the right
15 word.

16 Q. (BY MR. KLORFEIN:) Well, you in your
17 letter say seventy percent, right?

18 A. Yes.

19 Q. And he asks whether or not that is
20 applied for everybody, right?

21 A. Yes.

22 Q. And you don't say, oh, it applies to
23 everybody?

24 A. Yes.

25 Q. You instead say: In the past you

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1 have run out.

2 A. That's correct.

3 Q. And so this is a rule that is applied
4 to him only?

5 MS. WOOTEN: Object to form.

6 A. This is something that I wanted him
7 to have so that way he was prepared and ready to
8 have a good flock.

9 Q. (BY MR. KLORFEIN:) That applies to
10 him only?

11 A. Every farm has to have propane.

12 Q. But the seventy percent you said in
13 the letter only applied to him?

14 A. It seems that way in this, yes.

15 Q. And you have no recollection to
16 dispute that?

17 A. No.

18 Q. In fact, you point to the past that
19 he has run out previously, right?

20 A. Yes.

21 Q. That is the justification you provide
22 for why imposing a seventy percent minimum for him?

23 A. Yes.

24 MS. WOOTEN: Object to form.

25 A. Yes.

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1 Q. (BY MR. KLORFEIN:) And he says: I
2 have not run out. When did this happen?

3 A. I see that.

4 Q. And you respond: A couple of years
5 ago.

6 A. Yes.

7 Q. So a couple of years ago he ran out
8 of propane, and that is the justification you
9 provide for imposing a seventy percent minimum?

10 MS. WOOTEN: Object to form.

11 A. Yes.

12 Q. (BY MR. KLORFEIN:) You don't provide
13 any other reason?

14 A. It doesn't appear so.

15 Q. Do you recall, sitting here today,
16 whether or not you have any other reason for why
17 you are imposing a seventy percent minimum on him
18 and nobody else?

19 MS. WOOTEN: Object to form. You can
20 answer.

21 A. I wanted to make sure that he had
22 enough propane to make it the entirety of the flock
23 so it didn't put him in a position to do poorly on
24 the flock.

25 Q. (BY MR. KLORFEIN:) Is that the only

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1 reason you provided that seventy percent minimum?

2 A. Yes.

3 Q. Based on something that happened two
4 years prior?

5 MS. WOOTEN: Object to form.

6 A. Yes.

7 MR. KLORFEIN: I am marking
8 Plaintiffs' Exhibit 30, which is Bates Perdue 8030
9 through 8034.

10 (Plaintiffs' Exhibit 30 was marked
11 for identification.)

12 MS. WOOTEN: Jarred, I don't want to
13 interrupt and you can continue questioning, but
14 just when you get a chance for a break at some
15 point, it might be nice. We have been going over
16 an hour.

17 MR. KLORFEIN: Great. How about I
18 just finish this document and then we will take a
19 break, sound good?

20 MS. WOOTEN: No problem.

21 Q. (BY MR. KLORFEIN:) As I mentioned,
22 this is Plaintiffs' Exhibit 30, Bates Perdue 8030
23 through 8034.

24 Ms. Mizell, do you recognize this as
25 an additional text exchange between you and

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1 Mr. Parker dated October 22nd, 2018?

2 A. Yes. Yes.

3 Q. Are you -- he emails you -- I'm
4 sorry. He texts you: I am a bit confused about
5 some of the things on my list and wanted to get you
6 to come by if possible.

7 Do you see that?

8 A. Yes.

9 Q. And he references the list from your
10 October letter?

11 A. Yes.

12 Q. So he references that he disagrees
13 with some of the things that you have raised?

14 A. Yes.

15 Q. For example, Number 2: I have
16 butterfly doors but no shutters. I don't have any
17 missing or nonworking doors. Please explain what I
18 need to do.

19 Do you see that?

20 A. Yes.

21 Q. So he is disputing that Item 2 of
22 your list was actually a problem, right?

23 A. He is definitely taking issue with
24 Item 2 on the list, yes.

25 Q. And then he continues, Number 8: I

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1 do not have any holes in the houses.

2 Do you see that?

3 A. Yes.

4 Q. But he is also disputing your
5 letter's contention that there are holes in the
6 houses, right?

7 A. Yes.

8 Q. Same with cleaning water lines in
9 Number 9?

10 A. Yes.

11 Q. He is disputing a number of things in
12 your letter, right?

13 A. Yes.

14 Q. And then he raises: Like I told you
15 once before, an employee told me that when I called
16 stockyard and packers that I would be on the
17 chopping block like another farmer that had to do
18 it.

19 Do you see that?

20 A. I see that statement.

21 Q. He continues: The majority of these
22 things will only apply to me, so it's very clear I
23 am singled out for punishment.

24 Do you see that?

25 A. I see that.

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1 Q. So not only is he saying not only do
2 I disagree with some of these repairs that your
3 letter references, but I think I am being singled
4 out for punishment for reaching out to the USDA,
5 right?

6 MS. WOOTEN: Objection to form.

7 A. Yes.

8 Q. (BY MR. KLORFEIN:) And USDA is
9 United States Department of Agriculture, right?

10 A. Yes, it is.

11 Q. And so by this point in time, were
12 you aware that he had reached out to the United
13 States Department of Agriculture?

14 A. I do not recall when I was made
15 aware.

16 Q. But you do -- but you were made aware
17 that he had reached out to the United States
18 Department of Agriculture?

19 A. Yes, in fact -- yes.

20 Q. And just so we are clear, if I use
21 "USDA," you understand that I am referring to
22 United States Department of Agriculture?

23 A. I do understand that.

24 Q. And he then continues: It is clear
25 you want to disqualify me as a grower.

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1 A. Yes, I see that.

2 Q. And so not only is he taking issue
3 with the items in your letter, he is saying you are
4 retaliating against me for having reached out to
5 USDA, right?

6 MS. WOOTEN: Objection to form.

7 A. I'm sorry. Could you ask that one
8 again?

9 Q. (BY MR. KLORFEIN:) He is claiming
10 that, one, the items in your letter are not
11 accurate, right?

12 A. He takes issue with some of the
13 items, yes.

14 Q. And he says that he is being
15 retaliated against for reaching out to USDA.

16 MS. WOOTEN: Objection to form.

17 A. Yes, that is what he is saying.

18 Q. (BY MR. KLORFEIN:) And so you
19 respond: Thank you for your response to the
20 letter. I'll look it over tomorrow and clarify
21 each item for you [sic].

22 A. Yes.

23 Q. So he reiterates that all of a sudden
24 mandatory requirements that are imposed only on me,
25 right?

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1 MS. WOOTEN: Objection to the extent
2 it misstates the content of the text message. She
3 can answer.

4 MR. KLORFEIN: Counsel, I would like
5 to limit the speaking objections. You can object
6 to form and move on but not coach the witness as to
7 her response.

8 Q. (BY MR. KLORFEIN:) Ms. Mizell, you
9 can just read the text.

10 A. So what was the question?

11 Q. He is saying that Perdue has now
12 placed sudden mandatory issues that he has to
13 rectify before chickens are placed. Do you see
14 that?

15 A. Yes.

16 Q. And you respond: It's not a cutoff
17 letter.

18 A. That's right. I am asking you to
19 prepare your farm so it will be competitive.

20 Q. That is your only response to these
21 new imposition of requirements?

22 A. Yes.

23 Q. You don't provide any other
24 explanation for why now you sent that letter that
25 requires him to address all those issues?

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1 MS. WOOTEN: Object to form.

2 A. The letter indicated the reasons why
3 which was, based on the farm visitation reports,
4 there were items that needed to be taken care of.

5 Q. (BY MR. KLORFEIN:) Right. But you
6 are also imposing new requirements such as the
7 seventy percent propane requirement, right?

8 A. Yes. I can see where that would be a
9 new requirement.

10 Q. And that was only imposed after he
11 reached out to the USDA?

12 A. I don't know when he reached out to
13 the USDA.

14 Q. Well, he is referencing to reaching
15 out to the USDA, right, in this text exchange?

16 A. He is telling me that he reached out
17 to the USDA.

18 Q. And he again reiterates: I was told
19 this is what happens when you want to disqualify a
20 grower?

21 A. That is what it says, yes.

22 Q. And you would agree with me that in
23 your letter, until he addressed the issues that you
24 identified, you will not place chickens?

25 A. I'm sorry. Say that question again.

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1 Q. Sure. In your letter, you said:
2 Until you address all of these requirements, you
3 will not place chickens.

4 A. Yes.

5 Q. So you imposed new requirements on
6 him, right?

7 MS. WOOTEN: Object to form.

8 A. The seventy percent number would be
9 new, yes.

10 Q. (BY MR. KLORFEIN:) And until he
11 addressed that new requirement, you would not place
12 chickens?

13 A. Yes.

14 Q. And that was only imposed after he
15 reached out to the USDA?

16 MS. WOOTEN: Object to form.

17 A. I don't know when he reached out to
18 the USDA.

19 Q. (BY MR. KLORFEIN:) He had by this
20 point in time in this text message, right?

21 MS. WOOTEN: Object to form.

22 A. It appears so because that is what he
23 is saying in there, that he reached out to the
24 USDA.

25 Q. (BY MR. KLORFEIN:) And this is

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1 October 22nd, right?

2 A. Yes.

3 Q. And then you end the text exchange by
4 saying: I don't mean to be short. I have to get
5 started early tomorrow. Can pick this up tomorrow,
6 question mark?

7 A. Yes.

8 Q. So you -- you said you would respond,
9 right?

10 A. Yes.

11 Q. You would address his allegations
12 that he is being singled out for reaching out to
13 the USDA.

14 MS. WOOTEN: Object to form.

15 A. Wait a minute. Go back. What was
16 that?

17 Q. (BY MR. KLORFEIN:) Sure. He is
18 saying that he is being targeted for having reached
19 out to the USDA, right?

20 A. Yes.

21 Q. And you say you are going to respond?

22 A. I said that we could pick this up
23 tomorrow.

24 Q. Well, going back up, you say: Thank
25 you for your response to the letter. I'll look it

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1 over tomorrow and clarify each -- in your initial
2 text, you say each time for you.

3 And then you clarify each item,
4 right?

5 A. Yes.

6 Q. So in this text exchange, you are
7 saying I will respond to each item in your list of
8 issues?

9 A. In the response to the letter, yes.

10 Q. Well, a part of his response is:
11 Y'all are targeting me for having reached out USDA.

12 MS. WOOTEN: Object to form.

13 A. Could you scroll back up?

14 Q. (BY MR. KLORFEIN:) Sure.

15 A. Keep going.

16 Q. Like I told you once before, and he
17 references stockyard and packers. Do you know what
18 stockyard and packers is?

19 A. Yes, I do.

20 Q. Is that affiliated with USDA?

21 A. Yes.

22 Q. So he is saying that the effort is
23 clear that you wish to disqualify me as a grower,
24 yes?

25 A. That is what he says, yes.

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1 Q. And in response to that text
2 exchange, you say after that: Thank you for your
3 response to the letter. I'll look it over tomorrow
4 and clarify each item with you?

5 A. Yes.

6 Q. Now, in this text exchange you don't
7 respond line by line to his allegations that he is
8 being targeted for reaching out to USDA?

9 A. No, I do not.

10 Q. Do you recall whether or not you ever
11 responded to that allegation?

12 A. I do not recall ever responding to
13 that allegation.

14 Q. In any format, text, email or
15 otherwise?

16 A. I don't recall.

17 Q. So sitting here today, you can't
18 confirm whether or not you ever addressed his
19 issues that he raised in this text message?

20 MS. WOOTEN: Object to form.

21 A. Not with those concerns of the USDA,
22 no.

23 Q. (BY MR. KLORFEIN:) Or any of the
24 items that he referenced in his text?

25 A. No. I feel like there was probably

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1 discussions about the repairs after that, yeah.

2 Q. Okay. So you might have discussed
3 the repairs that were at issue?

4 A. Yeah.

5 Q. Anything else?

6 A. I don't recall any more than that
7 right now.

8 Q. Any issue about him claiming that he
9 was being retaliated against?

10 A. No.

11 MR. KLORFEIN: Okay. Are y'all ready
12 for a break? Let's go off the record.

13 MS. WOOTEN: Yeah, a break would be
14 great, yeah.

15 THE VIDEOGRAPHER: Okay. The time is
16 1:38 p.m. We are off the record.

17 (Whereupon, a lunch break was had
18 from 1:38 p.m. 2:10 p.m. EST)

19 THE VIDEOGRAPHER: The time is 2:10
20 p.m. We are on the record.

21 Q. (BY MR. KLORFEIN:) Good afternoon,
22 Ms. Mizell. First question, during any of the
23 breaks, have you discussed with anyone changing
24 your testimony?

25 A. No.

**EXHIBIT 20 TO
MIZELL DEP.
(FILED UNDER
SEAL)**

**EXHIBIT 24 TO
MIZELL DEP.
(FILED UNDER
SEAL)**

**EXHIBIT 30 TO
MIZELL DEP.
(FILED UNDER
SEAL)**